

Contract
No. V101(93)P-1636
CONTRACT MEDICAL DISABILITY EXAMINATIONS



NOTICE: THE FINAL RULE WHICH REVISES PART 15 OF THE FAR
ISSUED IN FEDERAL ACQUISITION CIRCULAR 97-02 APPLIES TO THIS
ACQUISITION.

February 25, 1998

Changed by:

Modification P0002, April 6, 1998

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PART I - THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B. I GENERAL DESCRIPTION

The Contractor shall furnish all required services, facilities and equipment required to perform the contract in accordance with the terms, conditions, and specifications contained herein and at the below firm fixed rates. Following the initial requirement for the base year, the Contractor shall continue to provide this service upon the exercise of contract options, subject to the availability of funds.

This contract is to provide Contract Medical Disability Examinations for the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA). The Contractor shall provide Contract Medical Disability Examinations in locations serviced by eight separate VA Regional Offices as indicated in Section J, Attachment C, Contract Examination Jurisdictions.

The CLINs listed are to be fully loaded; that is, they shall include all services and/or costs the Contractor shall incur in the performance of these CLINs. Such costs include, but are not limited to: labor, fringe benefits, equipment, Veteran's mileage expense reimbursement, necessary reports, overhead, G&A, and profit.

The instructions for filling out Section B are contained in Section L. Please note that Section B is on spreadsheets and only the unit pricing, procedures adjustment percentage, service charges for no show or late cancellations and locality adjustments percentages and information in regards to the mileage reimbursement for the veterans are required to be entered. The rest of the spreadsheets will be calculated automatically.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK
FOR
DEPARTMENT OF VETERANS AFFAIRS
CONTRACT MEDICAL DISABILITY EXAMINATIONS

C.1 BACKGROUND

The Department of Veterans Affairs annually administers through its Veterans Benefits Administration, a compensation and pension program valued at approximately \$19 billion in annual benefit payments. Benefits are paid to veterans, their dependents, and their survivors. Entitlement determinations for disability compensation (based on disabilities deemed to be service related) and disability pension (needs based entitlement for wartime veterans with non-service related disabilities) are made by disability panels located at fifty-eight VA Regional Offices. Generally, jurisdiction corresponds with state boundaries, but with jurisdiction divided between three VA Regional Offices for California and two VA Regional Offices each for New York, Pennsylvania, and Texas. A VA Regional Office located in San Juan has jurisdiction for veterans residing in Puerto Rico and the Virgin Islands. A VA Regional Office located in Manila has jurisdiction over Philippine cases.

Annually, the Department of Veterans Affairs receives over 100,000 original disability compensation claims, over 300,000 reopened compensation claims, and over 100,000 pension claims. Examinations for disability determination purposes are conducted at local VA Medical Centers based upon VA Regional Office requests. More than 250,000 examinations are performed annually. Examinations are required to support original disability determinations, claims for increased benefits, appellate reviews, and for review of disabilities considered likely to improve.

Public Law 104-275 authorized the Department of Veterans Affairs to conduct a limited pilot program to contract for medical examinations from non-VA medical sources. The Department is authorized to conduct this pilot project through not more than ten (10) VA Regional Offices. An expiration date for this authority was not specified. The intent of this legislation is to provide a basis for consideration of the desirability of VA examinations being obtained from non-VA medical sources. Alternatives range from providing authority for all required VA examinations to be conducted on a non-VA contract basis to exclusive reliance upon VA's Veterans Health Administration (VHA) system to providing all required examinations. The Department is required to submit a report to Congress by October 1999, on the effect of using non-VA contract examinations. The report must include analysis of the impact of contract examinations on cost, timeliness, and thoroughness of medical disability examinations. These primary measures will be supplemented by additional customer service measures. The goal of this and other concurrent VA initiatives is to quantitatively improve the overall level of service provided the nation's veteran population.

C.2 SCOPE OF WORK

The Contractor shall provide, based on specific VA request, the full range of medical disability examinations for the following areas; musculoskeletal; organs of sense; infectious, immune, and nutritional deficiencies; respiratory; cardiovascular; digestive; genitourinary; gynecological and breast; hematologic and lymphatic; skin; endocrine; neurologic; mental disorders; dental and ophthalmologic examinations. Based on specific VA request, special purpose examinations shall be provided including: cold injury protocol, and aid and attendance or housebound status examinations. Gulf War Environmental Claim examinations and examinations for former Prisoners of War will not be requested under this contract.

Audiology, dental, ophthalmology, and psychiatric examinations must be conducted by specialists in those fields. All other examinations need not be conducted by specialists unless specifically requested on an individual case basis by the VA. Non-specialist examinations will be grouped into the following categories: (1) Comprehensive General Medical Examinations; (2) Detailed Examinations - Level I; and (3) Detailed Examination Level II. Comprehensive General Medical Examinations represent complete baseline examinations covering all parts of the body. Cold injury protocol examinations, and aid and attendance or housebound status examinations when requested are included in the Comprehensive General Medical Examination category. Detailed Examination Level I includes examinations limited to specific conditions without review of other systems, but requiring examination based on three or more examination worksheets. Detailed Examination Level II includes examinations limited to specific conditions without review of other systems, but requiring examination based on less than three examination worksheets.

The Contractor shall provide examining physicians, examination facilities, available lab testing and necessary support staff. The Contractor shall also provide general medical administrative services to include: scheduling examinations; providing notification to the individual to be examined; and electronically post on their secure web site transcribed text file examination reports compatible with Microsoft Word 6.0 (with overnight express mail to the requesting VA Regional Office of any materials which can not be electronically transferred). The Contractor shall provide a copy of the examination notice letter documenting the mailing address used for any examinations canceled for failure of an individual to report for examination (or certification of telephone notification).

The Contractor shall provide information technology capability to receive on-line examination requests, regional office messages (notice of quality exceptions and general inquiries); maintain status information accessible by VA Regional Offices and VA Central Office, maintain completed examination reports accessible in a database for a period of not less than one (1) year, and post completed transcribed examination reports electronically. The contractor shall follow-up by providing a signed hardcopy of the examination as the official record. The contractor shall provide toll-free access for Veterans to call the Contractor.

The Contractor shall provide access to their administrative office (scheduling and report generation) from at least 8:00 AM to 7:00 PM Eastern Time. These minimal hours will assure that all participating VA Regional Offices will have a contact available during their core business hours. A program manager shall be named for management of this project. The program manager shall be responsible for effective liaison with VA Regional Offices and VA Central Office to ensure that performance is in compliance with the contract.

The Contractor shall ensure that examination reports are adequate and in compliance with the examination request worksheets with review of tests results by examiners documented, and any discrepancies resolved. The Contractor shall provide for security of records submitted for examining physician's review. The Contractor shall be responsible for compliance with Privacy Act provisions for any records transmitted for examining physician's review. The VA will submit records no more than three workdays after requirements for records are identified. Therefore, when record review is indicated on the exam request, the contractor should receive the records no more than three workdays thereafter. If contractor initiates a request for records, the records shall also be furnished within three workdays. For any cases the records are not received within three workdays that examination may be excluded for purposes of computing timeliness for incentive purposes. The Contractor shall be responsible for return of VA records no later than ten (10) workdays after receipt of medical record files.

C.3 EXAMINATION REQUIREMENTS

All examinations shall be conducted in accordance with examination worksheets specified in the examination request. Compensation and Pension Examination Worksheets are at Attachment E. Section J. The examination worksheets provide detailed examination requirements based upon legislative and court mandated criteria for VA disability entitlement determinations. Changes may be made periodically to the examination worksheets to reflect changing regulatory or medical requirements. The Contractor shall accommodate technical changes without revision of the price schedule.

All tests and studies specifically required in the examination worksheets shall be conducted unless declined by the individual examined or a test is not medically advisable. The reason for not performing a requested test or study must be specifically documented in the examination report. Tests listed in the examination worksheets represent guidelines. Additional standard tests may be used to establish a diagnosis or severity of disability. Any additional routine tests necessary to establish a diagnosis or to determine severity of disease or injury shall also be conducted. However, only tests specifically required in the worksheets or necessary to establish a diagnosis or severity of disability shall be conducted. Tests categorized as requiring approval shall not be scheduled without prior approval from the VA Regional Office requesting the examination. No invasive procedure shall be performed without the prior approval of the individual to be examined and the VA. The VA Regional Office Project Coordinators (or designated alternates) are authorized to approve invasive procedures and other tests requiring pre-approval.

If recent test results are documented in the record and available to the examining physician for review, those tests need not be repeated unless specifically requested by the VA or there is indication of recent change in the condition examined. Unless otherwise specified in the examination worksheets, any tests conducted within a twelve-month period prior to the current examination shall be considered recent and sufficient.

All claimed conditions identified on the examination request must be examined. All questions included in the examination worksheet must be answered. If the answer is neither yes nor no, a clear statement must be included explaining why a definitive answer could not be provided and specifying the probability of a positive response with a statement of the evidentiary basis for that assumption. A diagnosis must be provided or a statement included that the claimed condition was not found, for each condition specified in the examination request. If a diagnosis can not be established nor ruled out, the facts must be documented with a clear statement of why a diagnosis could not be established. A statement that a diagnosis could not be established because additional tests are required, will not be an acceptable reason for returning an examination without establishing a diagnosis or providing a statement that the claimed condition was not found, unless the required tests are not medically advisable or are declined by the individual examined. If a diagnosis is established which is different than an existing diagnosis for the same condition, the two diagnoses must be reconciled with a statement documenting the basis for change of diagnosis, and whether the new diagnosis represents a progression of an earlier diagnosis, correction of a prior incorrect diagnosis, or a new independent entity.

Examination reports returned for clarification, corrections or completion will be amended and returned without additional charge. The only exception will be for reimbursement charges for additional tests required.

C.4 REPORTING REQUIREMENTS

The Contractor shall post completed transcribed reports on their secure internet web site and send an e-mail to the requesting Regional office when reports are ready for downloading. A list

of services performed, including examination category(s), @ tests completed with related CPF codes, descriptive titles and associated fees, shall be attached to each completed examination report.

The Contractor shall maintain a database (.dbf format compatible) of examination requests and provide a monthly status report of examination requests to each VA Regional Office requesting examinations, specific to that Regional Office's requests. The status report shall include the number of requests received that month, the number of examination reports completed, the number of examination reports pending including a list (claim number, name, and date of request) of the pending examination requests, the average time from receipt of examination request to transmission of completed examination report for reports completed that month, and the average number of days since receipt for the requests still pending. Lists of rescheduled examinations, examinations canceled for failure to report and refusal to report shall also be provided. The Contractor shall also provide a list of cases being excluded for computing timeliness for incentives where the records are not received within three workdays after the record requirement is identified. The Contractor shall also maintain individual examination request status information accessible on-line by the VA Regional Offices and VA Central Office.

The Contractor shall provide a copy of the consolidated database monthly to the Contracting Officer's Representative (Washington, DC). The exact format of the database will be determined in consultation with the Contracting Officer's Representative after the contract is awarded.

C.5 TRANSPORTATION

Individuals requested to report for a VA examination shall be reimbursed at the rate of eleven (11) cents a mile for the entire round trip if the examination site is ten (10) miles or more distant from their home of record. The contractor shall pay this travel reimbursement directly to the individuals at the time they report for examination.

C.6 EXAMINATION ACCESS

The Contractor shall schedule examinations as close to the examinee's home of record as feasible; but no further than thirty (30) miles for non-specialist examination and one hundred (100) miles for specialist examinations or the distance from the examinee's home of record to the nearest VA Medical Center or VA Outpatient Clinic, whichever is greater.

Examinations requiring more than one specialty shall be coordinated and scheduled on a single day at a single site whenever possible. Example - eye examination and back examination. Single site will be defined as a medical center or office complex. No more than ten (10) percent of examinations will be scheduled on separate days and/or separate sites. (Follow-up studies or tests ordered by an examining physician are not included in this requirement.)

C.7 EXAMINATION LOCATIONS

VA Regional Offices participating in this Pilot Project include: Atlanta; Boston; Los Angeles; Roanoke; Salt Lake City; San Diego; Wichita; and Winston-Salem. A specific designated portion of the examinations within the jurisdiction of these Regional Offices will be dedicated to the Contract Examination Pilot Project. Examinations will be requested for individuals residing in: Greater Atlanta, including North and Central Georgia; Massachusetts; greater Los Angeles; Southeast Virginia; Utah; Greater San Diego (Riverside county); mral Kansas; Coastal and Mountain areas of North Carolina. Additionally, examinations will be requested for individuals at: Ft. Benning, Ft. Gordon, Ft. Stewart,

(Georgia); Ft. Bragg, (North Carolina); Ft. Leavenworth, Ft. Riley and McConnell AFB (Kansas). Specific designated Pilot Project jurisdictions with an estimate of examination totals for each area is included in Contract Examination Jurisdictions, Attachment C, Section J.

C.8 PERSONNEL

Medical examinations shall be conducted by a graduate of an accredited medical school, who is licensed to practice in the state where he/she conducts examinations. Excluded from participation are individuals who are excluded, suspended, or otherwise barred from participation in the Medicare or Medicaid programs, or any other Federal or Federally assisted program; whose license to provide health care services is currently revoked or suspended by a State licensing authority pursuant to adequate due process procedures for reasons bearing on professional competence, professional conduct, or financial integrity; or who, until a final determination is made, has surrendered such a license while formal disciplinary proceedings involving professional conduct are pending. The Contractor shall ensure that e ng physicians have current medical liability insurance coverage (See I-10. VAAR 852.237-7 INDEMINIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 1996). The Contractor shall maintain documentation of their credentialing review on file and make that information available to the VA for review on demand.

C.9 TRAINING

The Contractor in consultation with the Department of Veterans Affairs shall prepare and implement a training program for all examining physicians to provide a basic overview of VA programs, available sources of veteran assistance, and an understanding of the core claims adjudication process (what the veteran may expect after the examination, who makes the decision, and who to contact for more information). Information concerning referral to the VA's health care system will also be provided.

The Contractor shall provide orientation and instructions to the examiners for conducting examinations for VA purposes based on the requirements provided in the Compensation and Pension Examination Worksheets. Instructions will be based on and include the information contained in the General Instructions for Compensation and Pension Examinations, Attachment B, Section J. The Contractor shall provide a copy to each of the examiners.

The Contractor in consultation with the Department of Veterans Affairs shall also prepare and implement a training program for all support staff personnel who will have routine contact with veterans, to provide a basic overview of VA programs, available sources of veteran assistance and an understanding of the core claims adjudication process (what the veteran may expect after the examination, who makes the decision, and who to contact for more information). Information concerning referral to the VA's health care system will also be provided.

C.10 QUALITY CONTROL

The Contractor shall be responsible for the quality of examination reports submitted to the VA. Acceptable quality shall be defined as an examination report which includes consideration of all requested issues, all required tests, subjective and objective findings as specified in the examination request worksheet, provides a diagnosis or rules out a disability for each condition identified on the examination request, and reconciles the diagnosis when an examination results in a change in an established diagnosis. Further, the diagnosis must be supported by, and consistent with the documented examination findings. The Contractor shall demonstrate a quality control program that ensures that examinations are complete and appropriate before submission to the VA, and include a plan for corrective action when examination deficiencies are identified.

C.11 PRIVACY ACT INFORMATION

Contract staff have access to sensitive Privacy Act information. The contractor shall prevent the unauthorized release of information obtained by employees in the performance of work required by this contract. The contractor shall ensure that employees are aware of and receive training as necessary on all regulations and laws such as the Privacy Act that restricts the release of information.

C. 12 PHASE-IN PERFORMANCE AND PERIODS OF PERFORMANCE

Phase-In Performance consists of all the preparation activities, including but not limited to making capitol expenditures, ensuring a qualified workforce in place, providing appropriate training, and implementing information technology support necessary to fully perform the requirements contained in this statement of work and contract on 1 May 1998. The contractor shall begin performance of all requirements under this contract and conduct the Contract Medical Disability Examinations at all locations on 1 May 1998. The period of performance for the Phase4n Period will begin at Contract Award and last for approximately two months. The Base Period of the Pilot Program will be a full year and begin on 1 May 1998 and end on 30 April 1999. The First, Second, and Third Option periods will be one year long and the Fourth Option period will be for nine months. The incentives will not be applied during the phase-in period.